

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

| | | |
|-------------------------------------|---|--------------------------|
| FLOOR AND DECOR OUTLETS |) | |
| OF AMERICA, INC., |) | |
| a Delaware Corporation, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | Civil Action No.: |
| |) | |
| HADI M. TAFFAL d/b/a GRANITE |) | |
| FLOOR & DECOR, |) | |
| |) | |
| Defendant. |) | |

COMPLAINT

Floor and Decor Outlets of America, Inc. (“Plaintiff”) submits this Complaint against Defendant Hadi M. Taffal d/b/a Granite Floor & Decor, as follows:

PARTIES

1. Plaintiff, Floor and Decor Outlets of America, Inc., is a Delaware corporation with its principal place of business at 2233 Lake Park Drive, Suite 400, Smyrna, Cobb County, Georgia 30080.

2. Defendant, Hadi M. Taffal, is an individual residing at 1055 Big Spring Drive, Collin County, Allen Texas 75013. Defendant-Taffal is doing

business as Granite Floor & Decor, which has its principal place of business at 1314 West McDermott Drive, Collin County, Allen, Texas 75013.

3. Upon information and belief, Granite Floor & Decor is not owned or operated by any business entity or organization but is owned and operated by Defendant-Taffal individually.

4. Upon information and belief, Defendant-Taffal registered Granite Floor & Decor as an assumed name in the Collin County Clerk's Office on October 29, 2014, listing his address as 1055 Big Spring Drive, Allen, Texas 75013.

JURISDICTION AND VENUE

5. This is a civil action arising under the Lanham Act, 15 U.S.C. § 1051 et seq. for intentional infringement and use of a federally registered trademark in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114; false designation of origin and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), and Texas common law; and, infringement of a Texas state trademark registration in violation of Section 16.26 of the Texas Business and Commerce Code.

6. Since at least as early as June, 2015, Defendant has owned and operated a store under the mark GRANITE FLOOR & DECOR at 1314 West McDermott Drive, Allen, Texas 75013, providing kitchen, bathroom,

and related home remodeling services featuring granite countertops, tiles and flooring, and wood and porcelain flooring. Defendant's GRANITE FLOOR & DECOR mark is confusingly similar to Plaintiff's federally registered FLOOR & DECOR Marks, which Plaintiff uses in connection with its retail stores featuring granite countertops, tiles and flooring, and wood and porcelain flooring. Defendant's use of such a confusingly similar mark and trade name is not authorized by Plaintiff in any way. Defendant's use of his GRANITE FLOOR & DECOR mark on his retail store and his use of the GRANITE FLOOR & DECOR trade name in commerce is likely to cause confusion and to deceive consumers and the public regarding the source of his services.

7. This Court has subject-matter jurisdiction over the Lanham Act claims set forth herein under 28 U.S.C. §§ 1331 and 1338(a)-(b) and 15 U.S.C. § 1121(a), and over the related state statutory and common-law claims set forth below under the Court's supplemental jurisdiction pursuant to 28 U.S.C. §§ 1338(b) and 1367(a). Venue is proper in this district pursuant to 28 U.S.C. § 1391. Acts giving rise to the causes of action alleged herein have occurred and are occurring in this district.

BACKGROUND

A. Plaintiff's FLOOR & DECOR Marks.

8. Plaintiff is the owner of federal trademark registrations in the U.S. Patent and Trademark Office for the word mark FLOOR & DECOR (Reg. Nos. 3,110,827 and 4,309,117), true and correct copies of which are attached hereto as Exhibit 1. In addition, Plaintiff is the owner of federal trademark registrations for: (a) the FLOOR & DECOR Horizontal Logo (Reg. No. 4,514,307, a true and correct copy of which is attached hereto as Exhibit 2), as follows:



(b) the FLOOR & DECOR Stacked Logo (Reg. Nos. 3,102,586 and 3,848,810, true and correct copies of which are attached hereto as Exhibit 3), as follows:



(c) the FLOOR & DECOR Red Logo (Reg. No. 4,583,757, a true and correct copy of which is attached hereto as Exhibit 4), as follows:



. The foregoing marks (collectively referred to herein as “the FLOOR & DECOR Marks”) are registered for use in connection with both retail store services and on-line store services featuring flooring materials, wallcoverings, and related home-improvement accessories. The foregoing Registration Nos. 3,110,827, 3,102,586, and 3,848,810 have become incontestable pursuant to Section 15 of the Lanham Act, 15 U.S.C. § 1065.

9. In addition to the aforementioned federal trademark registrations, Plaintiff is the owner of Texas state trademark Registration No. 800,392,373 for the mark FLOOR DECOR for use with “the sale of ceramic tile, wood floor, laminates, vinyl, stone, marble and granite.”

10. Plaintiff first began use of the word mark FLOOR & DECOR on a retail store featuring flooring, wallcoverings, and related materials in Atlanta, Georgia in May, 2001. Plaintiff’s flooring store concept did very well in the Atlanta market, and Plaintiff has aggressively expanded its FLOOR & DECOR store concept nationwide, opening a total of eighty-four (84) FLOOR & DECOR stores from 2001 to the present in Alabama, Arizona, California, Colorado, Florida, Georgia, Illinois, Kansas, Kentucky,

Louisiana, Maryland, North Carolina, New Jersey, Nevada, Ohio, Pennsylvania, Tennessee, Texas, Utah, Virginia, and Wisconsin. All these stores have operated continuously since their openings to the present under the FLOOR & DECOR Marks.

11. Plaintiff operates fifteen (15) stores under its FLOOR & DECOR Marks in Texas, including five (5) stores in the metropolitan Dallas area. In particular, Plaintiff operates a FLOOR & DECOR store at 800A West 15th Street, Plano, Texas 75075 that is only approximately 6.4 miles from Defendant's GRANITE FLOOR & DECOR store. Plaintiff's Plano store is shown in the following photograph:



In addition to Plaintiff's Plano store, Plaintiff also operates a FLOOR & DECOR store at 5651 State Highway 121, The Colony, Texas 75056 that is approximately twelve (12) miles from Defendant's store.

12. In addition to its bricks-and-mortar stores, Plaintiff also operates a website under its FLOOR & DECOR Marks at <http://www.flooranddecor.com> that sells all the products available through Plaintiff's physical stores. Attached hereto as Exhibit 5 is a true and correct copy of the Granite page at Plaintiff's website, showing some of the granite tiles, sinks, and countertops Plaintiff sells. Attached hereto as Exhibit 6 is the Decoratives page at Plaintiff's website showing some of the other stone bathroom and kitchen remodeling products Plaintiff sells.

13. All Plaintiff's FLOOR & DECOR stores and its website sell: wood and laminate flooring products; several kinds of tile floor and wall coverings, including but not limited to granite, ceramic, porcelain, and natural stone tiles; a wide variety of kitchen and bathroom decorative items, including but not limited to granite and stone countertops and sinks; and related products, including but not limited to installation tools. Plaintiff's FLOOR & DECOR stores also offer installation and design services in connection with these products. Plaintiff's FLOOR & DECOR stores and website have sold hundreds of thousands of dollars of products in the trade area of Defendant's GRANITE FLOOR & DECOR store.

14. Advertising is a key ingredient of the Plaintiff's marketing strategy, and Plaintiff has advertised its FLOOR & DECOR store services in

the metropolitan Dallas area pervasively. In particular, since Plaintiff opened its first store in the metropolitan Dallas area in October, 2003, it has spent several million dollars advertising and promoting its FLOOR & DECOR Marks in the metropolitan Dallas area alone by newspaper, television, radio, direct mail, and Internet advertising, as well as use of free-standing store signs and billboards.

15. Plaintiff's sales under its FLOOR & DECOR Marks have grown exponentially in the metropolitan Dallas area since its first Dallas store was opened and total hundreds of millions of dollars from October, 2003 to the present.

B. The Defendant's Infringing Activities.

16. Upon information and belief, Defendant opened his West McDermott Drive store in or about June, 2015 using the GRANITE FLOOR & DECOR mark on the face of the store as follows:



Defendant's GRANITE FLOOR & DECOR store provides kitchen, bathroom, and related home remodeling services featuring granite countertops, sinks, tiles and flooring, as well as wood and porcelain flooring and wallcoverings.

17. On July 29, 2016, immediately after learning of Defendant's store, Plaintiff sent Defendant a cease-and-desist letter by Federal Express, a true and correct copy of which is attached hereto as Exhibit 7, stating that Defendant's GRANITE FLOOR & DECOR mark infringed Plaintiff's FLOOR & DECOR Marks and requesting that Defendant immediately cease all use of the term FLOOR & DECOR in connection with its store and remodeling services.

18. Defendant agreed on August 2, 2016 to stop using a mark on his store that was confusingly similar to Plaintiff's FLOOR & DECOR Marks and to change his store sign and all other uses of his trade name to a mark that would not infringe Plaintiff's FLOOR & DECOR Marks. Defendant agreed to change his store sign and trade name within a reasonable period of time, but from August, 2016 to June, 2017 failed to make any such change to his store sign or trade name usage, despite repeated telephone conversations with and messages from Plaintiff.

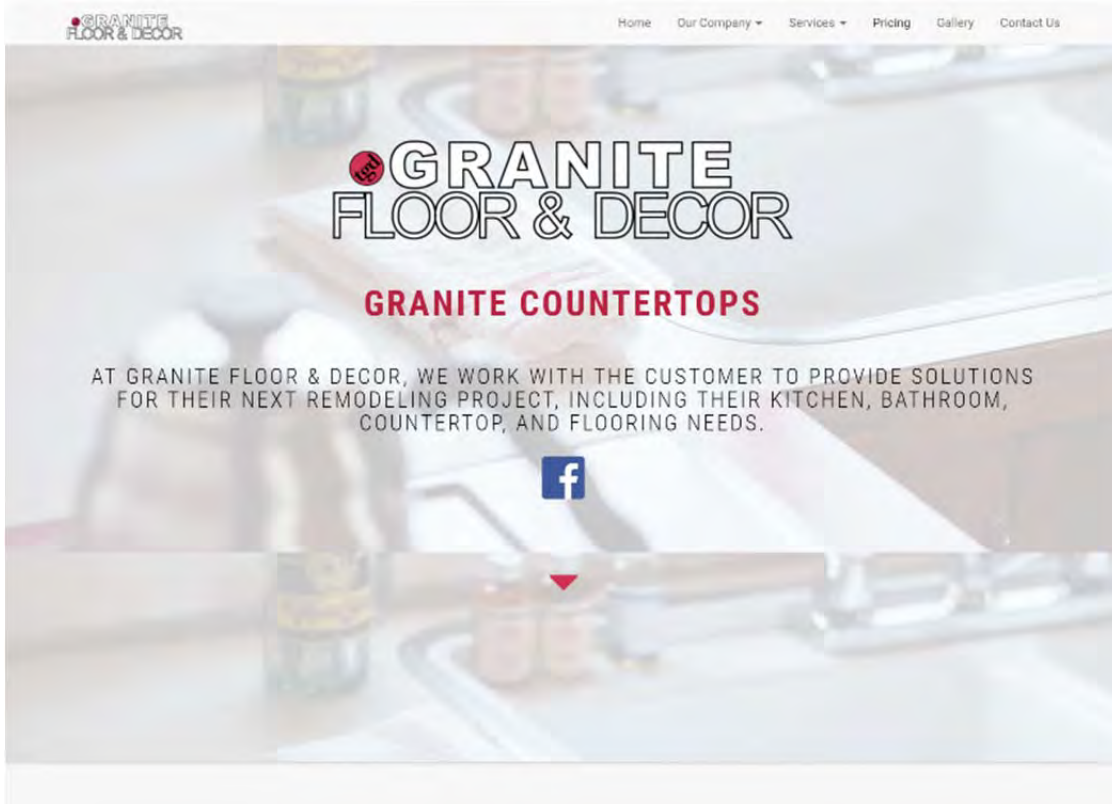
19. On June 12, 2017, Defendant again agreed to change his store sign and trade name usage to one that did not infringe Plaintiff's Marks and agreed to physically remove the term DECOR from his store sign no later than September 13, 2017, which Plaintiff confirmed in writing by letter dated June 13, 2017, a true and correct copy of which is attached hereto as Exhibit 8. Defendant did cover up the term & DECOR on his store sign in June, 2017 with what appears to be a plastic bag, as follows:



Notwithstanding his agreement, however, Defendant did not physically remove the term & DECOR from his store sign by September 13, 2017 and still has not removed such term. Placing a plastic bag over a part of Defendant's GRANITE FLOOR & DECOR mark is only a temporary and easily reversible measure that is not sufficient to eliminate a likelihood of confusion between the parties' marks. Defendant has not permanently ceased use of his GRANITE FLOOR & DECOR mark as he promised to do no later than September 13, 2017, and his willful failure to do so is further evidence of his bad-faith infringement of Plaintiff's Marks.

20. Not only has Defendant willfully failed to cease use of GRANITE FLOOR & DECOR on his store signs, but, upon information and belief, he has expanded his infringement of Plaintiff's Marks by launching a new

website in November, 2017 at <http://www.granitefloordecor.com> that prominently features the GRANITE FLOOR & DECOR mark, as follows:



True and correct copies of the Home, Services, and Gallery pages of Defendant's website are attached hereto as Exhibit 9. Defendant's continuing use of the GRANITE FLOOR & DECOR mark at his website is in flagrant disregard of his agreement to transition away from this mark to one that does not infringe Plaintiff's Marks.

21. Upon information and belief, Defendant continues to use the GRANITE FLOOR & DECOR mark in connection with advertising and

promotion of his store in willful violation of his agreement to cease use of the mark, including but not limited to on his Facebook page for the store. True and correct copies of pages from Granite Floor & Decor's Facebook page are attached hereto as Exhibit 10.

22. Defendant's GRANITE FLOOR & DECOR mark is confusingly similar to Plaintiff's FLOOR & DECOR Marks. The FLOOR & DECOR portion of Defendant's mark is identical to Plaintiff's FLOOR & DECOR word mark; the term GRANITE is a generic term that has little weight in distinguishing the parties' marks. Defendant's formatting of his GRANITE FLOOR & DECOR mark focuses consumers' attention on the FLOOR & DECOR portion of the mark, relegating the generic term GRANITE to a secondary position both visually and in meaning. Due to the similarity of the marks, internet searches for Plaintiff's stores and website mistakenly return search results directing consumers to Defendant's store and website. Further, Defendant's remodeling services involve the sale of the same kinds of products that Plaintiff sells through its stores and website and thus the parties' goods/services are very closely related, if not identical.

23. Defendant's use of the GRANITE FLOOR & DECOR mark and trade name on its store signs, website, and other marketing channels is likely to cause confusion among consumers with Plaintiff's FLOOR & DECOR

stores and website, particularly in light of the close proximity of the Defendant's store with Plaintiff's Plano and The Colony stores. Upon information and belief, Defendant's use of the GRANITE DECOR & FLOOR mark and trade name, or any confusingly similar variation thereof, is an attempt to pass off Defendant's store as Plaintiff's or as being licensed, approved, affiliated with, associated with, or sponsored by Plaintiff, and to use the drawing power and goodwill associated with Plaintiff's FLOOR & DECOR Marks to promote and divert customers to Defendant's store.

24. Defendant's infringement of Plaintiff's Marks has been willful, deliberate, malicious, and in bad faith. Defendant's infringement of Plaintiff's Marks has continued for more than a year and four months after Plaintiff first notified Defendant of the infringement of Plaintiff's federal trademark registrations for its FLOOR & DECOR Marks. Defendant's infringement has also continued for more than a year and four months after Defendant agreed to cease use of his infringing mark.

FIRST CLAIM FOR RELIEF
(Infringement of a Federally Registered Trademark
in Violation of 15 U.S.C. §§ 1114 and 1117)

25. Plaintiff re-alleges and incorporates by reference the averments contained in all previous paragraphs as if fully set forth verbatim herein.

26. The unauthorized use by Defendant of Plaintiff's FLOOR & DECOR Marks on its store is likely to cause confusion, mistake, or deception and thus infringes Plaintiff's trademark rights in its federally registered marks under 15 U.S.C. § 1114.

27. On information and belief, the actions of the Defendants have been carried out in willful disregard of Plaintiff's rights in violation of 15 U.S.C. § 1114.

28. Pursuant to 15 U.S.C. § 1117, Plaintiff seeks Defendant's profits from its infringement, Plaintiff's damages, including lost profits, in an amount exceeding the minimum jurisdictional limits of this Court, and the costs of this action. This is an exceptional case and due to the willful and egregious nature of Defendant's past and continuing infringement of Plaintiff FLOOR & DECOR Marks, Defendant should be assessed three (3) times the damages awarded, plus Plaintiff's reasonable attorney's fees.

29. The aforesaid acts of Defendant have caused and will continue to cause irreparable injury to Plaintiff, for which it has no adequate remedy at law, and unless such acts are enjoined by this Court pursuant to 15 U.S.C. § 1116 they will be continued and Plaintiff will continue to suffer irreparable injury.

SECOND CLAIM FOR RELIEF

(Unfair Competition in Violation of 15 U.S.C. § 1125(a) and Texas State Common Law)

30. Plaintiff re-alleges and incorporates by reference the averments contained in all previous paragraphs as if fully set forth verbatim herein.

31. Defendant's unauthorized use of an identical or substantially identical mark to Plaintiff's in connection with services identical to Plaintiff's services is likely to cause the public to mistakenly believe that Defendant's business activities and services originate from, are sponsored by, or are in some way associated with the Plaintiff, constitute false designation of origin, and are likely to cause the Plaintiff's FLOOR & DECOR Marks to lose their significance as indicators of source of Plaintiff's services. Defendant's infringing acts are conducted with full knowledge of Plaintiff's rights and thus constitute a willful infringement of Plaintiff's rights under 15 U.S.C. § 1125(a) and Texas state common law.

32. By reason of the foregoing, Plaintiff has been injured in an amount not yet ascertained and is entitled to the remedies provided for in 15 U.S.C. § 1114 *et seq.*

THIRD CLAIM FOR RELIEF
(Infringement of Texas State Trademark Registration in Violation of Section 16.26 of Texas Business and Commerce Code)

33. Plaintiff re-alleges and incorporates by reference the averments contained in all previous paragraphs as if fully set forth verbatim herein.

34. Upon information and belief, Defendant's use of GRANITE FLOOR & DECOR is likely to cause confusion, mistake, or deception and thus infringes Plaintiff's trademark rights in its Texas state trademark Registration No. 800,392,373 for the mark FLOOR DECOR for use with the sale of ceramic tile, wood floor, laminates, vinyl, stone, marble and granite.

35. By reason of the foregoing, Plaintiff has been injured in an amount not yet ascertained.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

- a. that judgment be awarded in Plaintiff's favor and against Defendant on all Claims of the Complaint;
- b. that Defendant, his agents, officers, directors, partners, distributors, servants, employees, and assigns, and all persons in active concert or participation with them, be preliminarily and permanently enjoined from infringing or diluting Plaintiff's FLOOR & DECOR Marks, or from using any other mark or other indicia which are likely to cause confusion, mistake or deception with respect to Plaintiff's FLOOR & DECOR Marks or to unfairly compete with Plaintiff's services or to pass off, palm off, or to assist in passing off or palming off, Defendant's services as

those of Plaintiff's, or otherwise continuing any and all acts of unfair competition;

c. that Defendant be ordered to recall and cancel all advertisements or other materials bearing a mark confusingly similar to Plaintiff's FLOOR & DECOR Marks;

d. that Defendant be ordered to deliver up for impoundment and for destruction all packaging, labels, bags, boxes, tags, signs, receptacles, advertising, promotional materials, stationery or other materials in the possession, custody or control of Defendant that are found to adopt, to infringe, or to dilute any of Plaintiff's Marks, trade dress or that otherwise unfairly compete with Plaintiff and its services;

e. that Defendant be directed to file with this Court and serve on Plaintiff within thirty (30) days after service of the injunction, a report in writing, under oath, setting forth in detail the manner and form in which the Defendant has complied with the injunction;

f. that Defendant be required to account for and pay over to Plaintiff all gains, profits and advantages realized as a result of the Defendant's infringing acts;

g. that Defendant be required to pay to Plaintiff such damages as Plaintiff has sustained as a consequence of Defendant's acts of trademark

infringement and unfair competition, including increased or punitive damages pursuant to 15 U.S.C. § 1117 and common-law unfair competition law.

h. that Defendant be required to pay Plaintiff's costs, expenses and reasonable attorney's fees in connection with this action as provided in 15 U.S.C. § 1117;

i. that Plaintiff be awarded all costs of this action and that Plaintiff be awarded all expenses incurred in this litigation, including reasonable attorney's fees; and,

j. for such other relief as the Court deems just and equitable.

This 20th day of December, 2017.

PAUL OWENS & ASSOCIATES

/s/ Paul S. Owens
Paul S. Owens, Esq. (*pro hac vice*
application pending)
Georgia Bar Number 557525

P.O. Box 15310
Atlanta, Georgia 30333
Telephone: (404) 370-9800
E-mail: psowens@bellsouth.net

Attorney for Plaintiff—Floor and Decor Outlets of America, Inc.

Exhibit 1

United States of America

United States Patent and Trademark Office

FLOOR & DECOR

Reg. No. 4,309,117

Registered Mar. 26, 2013

Amended Mar. 15, 2016

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

FLOOR AND DECOR OUTLETS OF AMERICA, INC. (DELAWARE CORPORATION)
SUITE 400
2233 LAKE PARK DRIVE
SMYRNA, GA 30080

FOR: RETAIL AND ON-LINE STORE SERVICES FEATURING FLOORING AND
WALLCOVERING MATERIALS AND RELATED HOME-IMPROVEMENT ACCESSORIES,
IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 5-0-2009; IN COMMERCE 5-0-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 3,102,586, 4,514,307 AND OTHERS.

SEC. 2(F).

SER. NO. 85-702,181, FILED 8-13-2012.



Michelle K. Lee

Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

United States of America

United States Patent and Trademark Office

FLOOR & DECOR OUTLETS

Reg. No. 4,309,117

Registered Mar. 26, 2013

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

FLOOR AND DECOR OUTLETS OF AMERICA, INC. (GEORGIA CORPORATION)
SUITE 400
2233 LAKE PARK DRIVE
SMYRNA, GA 30080

FOR: RETAIL AND ON-LINE STORE SERVICES FEATURING FLOORING AND
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IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 5-0-2009; IN COMMERCE 5-0-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-
TICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 3,102,587, 3,848,810 AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "OUTLETS", APART FROM
THE MARK AS SHOWN.

SEC. 2(F).

SER. NO. 85-702,181, FILED 8-13-2012.

ZACHARY CROMER, EXAMINING ATTORNEY



Lisa Street Lee

Acting Director of the United States Patent and Trademark Office

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TRADEMARK REGISTRATION**

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See 15 U.S.C. §1059.

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Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

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Exhibit 2

United States of America

United States Patent and Trademark Office

FLOOR & DECOR

Reg. No. 4,514,307

Registered Apr. 15, 2014

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

FLOOR AND DECOR OUTLETS OF AMERICA, INC. (DELAWARE CORPORATION)
SUITE 400
2233 LAKE PARK DRIVE
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FOR: RETAIL STORE SERVICES FEATURING FLOORING, WALLCOVERINGS, AND RELATED HOME-IMPROVEMENT ACCESSORIES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 10-0-2011; IN COMMERCE 10-0-2011.

OWNER OF U.S. REG. NOS. 3,102,586, 3,110,827, AND 3,848,810.

THE COLOR(S) BLACK, WHITE, AND RED IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF THE WORDS "FLOOR" AND "DECOR" IN BLACK LETTERS WITH AN AMPERSAND IN WHITE ON A RED BACKGROUND BETWEEN THE WORDS.

SEC. 2(F).

SER. NO. 86-058,145, FILED 9-6-2013.

WILLIAM BRECKENFELD, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

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Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

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Exhibit 3

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 3,102,586

Registered June 13, 2006

**SERVICE MARK
PRINCIPAL REGISTER**



FLOOR AND DECOR OUTLETS OF AMERICA,
INC. (GEORGIA CORPORATION)
245 TOWNPARK DRIVE, SUITE 400
KENNESAW, GA 30144

FOR: RETAIL STORE SERVICES FEATURING
FLOORING MATERIALS AND RELATED HOME
IMPROVEMENTS ACCESSORIES, IN CLASS 35 (U.S.
CLS. 100, 101 AND 102).

FIRST USE 3-0-2003; IN COMMERCE 3-0-2003.

THE DRAWING OF THE MARK IS LINED FOR
THE COLOR RED. COLOR IS CLAIMED AS A
FEATURE OF THE MARK.

SEC. 2(F) AS TO "FLOOR & DECOR".

SER. NO. 76-529,312, FILED 7-14-2003.

BRENDAN MCCAULEY, EXAMINING ATTORNEY

United States of America

United States Patent and Trademark Office



Reg. No. 3,848,810

Registered Sep. 14, 2010

Amended Mar. 8, 2016

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

FLOOR AND DECOR OUTLETS OF AMERICA, INC. (DELAWARE CORPORATION)
SUITE 400
2233 LAKE PARK DRIVE
SMYRNA, GA 30080

FOR: RETAIL STORE SERVICES FEATURING FLOORING MATERIALS AND RELATED HOME-IMPROVEMENT ACCESSORIES; ONLINE RETAIL STORE SERVICES FEATURING FLOORING MATERIALS AND RELATED HOME-IMPROVEMENT ACCESSORIES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 5-31-2009, THE MARK WAS FIRST USED ANYWHERE IN A DIFFERENT FORM OTHER THAN THAT SOUGHT TO BE REGISTERED AT LEAST AS EARLY AS 03/00/2003.; IN COMMERCE 5-31-2009, THE MARK WAS FIRST USED IN COMMERCE IN A DIFFERENT FORM OTHER THAN THAT SOUGHT TO BE REGISTERED AT LEAST AS EARLY AS 03/00/2003..

OWNER OF U.S. REG. NOS. 3,046,691, 3,110,826 AND OTHERS.

THE COLOR(S) RED, BLACK AND WHITE IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF THE WORDS "FLOOR" AND "DECOR" IN BLACK LETTERS ON A WHITE BACKGROUND; TO THE RIGHT OF THESE WORDS IS AN AMPERSAND IN WHITE ON A RED BACKGROUND.

SEC. 2(F) AS TO "FLOOR & DECOR".

SER. NO. 77-818,768, FILED 9-2-2009.



Michelle K. Lee

Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

Exhibit 4

United States of America
United States Patent and Trademark Office

**FLOOR &
DECOR**

Reg. No. 4,583,757

Registered Aug. 12, 2014

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

FLOOR AND DECOR OUTLETS OF AMERICA, INC. (DELAWARE CORPORATION)
SUITE 400
2233 LAKE PARK DRIVE
SMYRNA, GA 30080

FOR: RETAIL STORE SERVICES FEATURING FLOORING AND WALLCOVERING MATERIALS AND RELATED HOME-IMPROVEMENT ACCESSORIES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 10-1-2005; IN COMMERCE 10-1-2005.

OWNER OF U.S. REG. NOS. 3,102,586, 3,848,810 AND OTHERS.

THE COLOR(S) RED AND WHITE IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF THE WORDS "FLOOR" AND "DECOR" IN RED LETTERS STACKED ON TOP OF EACH OTHER WITH AN AMPERSAND THE FULL HEIGHT OF THE STACKED WORDS IN WHITE ON A RED BACKGROUND TO THE RIGHT OF THE WORDS.

SEC. 2(F).

SER. NO. 86-146,521, FILED 12-17-2013.

MATTHEW MCDOWELL, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

Exhibit 5

GRANITE TILE



Shop: ☒ All Products (21) ☐ Atlanta (7) [Change](#)

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21 Results



Luna Pearl Granite Tile

SKU: 923100394
Size: 12in. x 12in.

\$1.88 /sqft

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Absolute Black Honed Granite Tile

SKU: 100195668
Size: 12in. x 24in.

\$3.99 /sqft

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☐ Compare



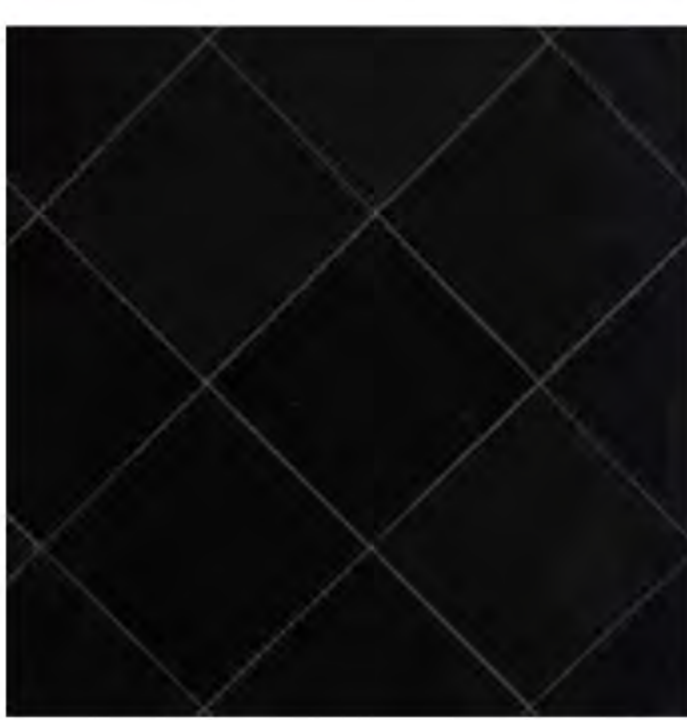
Absolute Black Granite Tile

SKU: 923100004
Size: 12in. x 12in.

\$3.79 /sqft

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Absolute Black Granite Tile

SKU: 923101309
Size: 11in. x 11in.

\$2.99 /sqft

[View Details](#)

☐ Compare



Tan Brown Granite Tile

SKU: 923103615
Size: 12in. x 12in.

\$5.99 /sqft

[View Details](#)

☐ Compare



Venetian Gold Granite Tile

SKU: 923108920
Size: 12in. x 12in.

\$6.29 /sqft

[View Details](#)

☐ Compare



Impala Black Granite Tile

SKU: 100195692
Size: 12in. x 24in.

\$3.19 /sqft

[View Details](#)

☐ Compare



Absolute Black Polished Granite Tile

SKU: 931100284
Size: 4in. x 4in.

\$0.69 /piece

[View Details](#)

☐ Compare



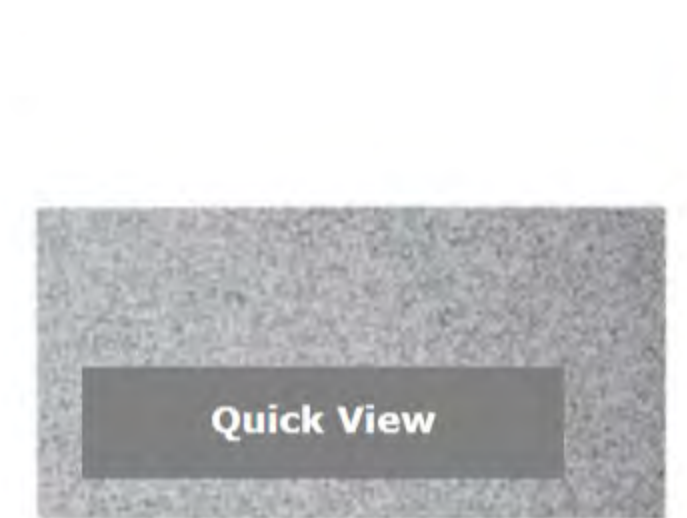
Nero Athens Polished Granite Tile

SKU: 100411651
Size: 12in. x 24in.

\$6.49 /sqft

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Luna Pearl Polished Granite Tile

SKU: 100195676
Size: 12in. x 24in.

\$2.69 /sqft

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☐ Compare



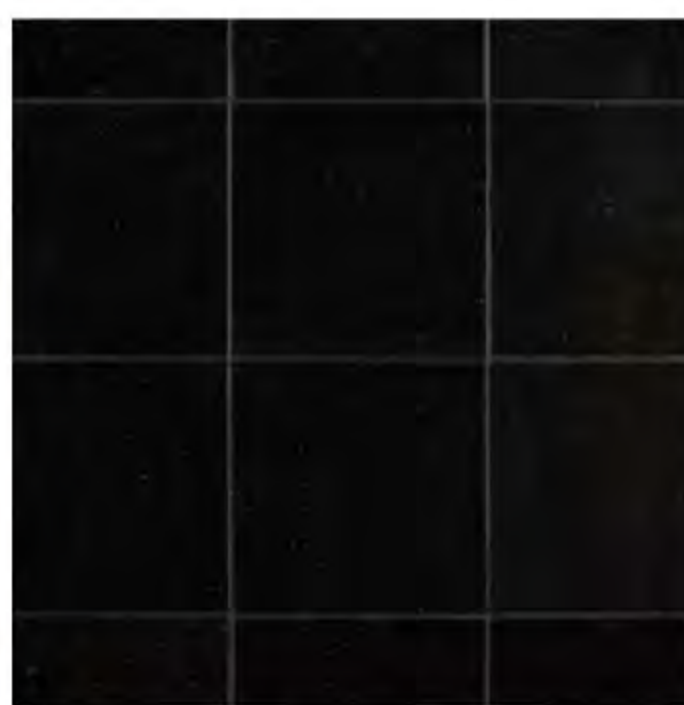
Yellow Star Granite Tile

SKU: 923100393
Size: 12in. x 12in.

\$3.49 /sqft

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☐ Compare



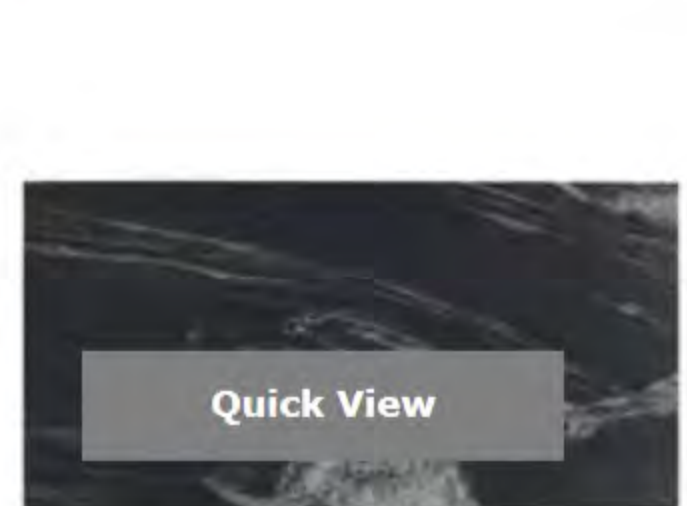
Galaxy Black Granite Tile

SKU: 923100009
Size: 12in. x 12in.

\$6.99 /sqft

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☐ Compare



Nero Athens Brushed Granite Tile

SKU: 100411669
Size: 12in. x 24in.

\$6.99 /sqft

[View Details](#)

☐ Compare



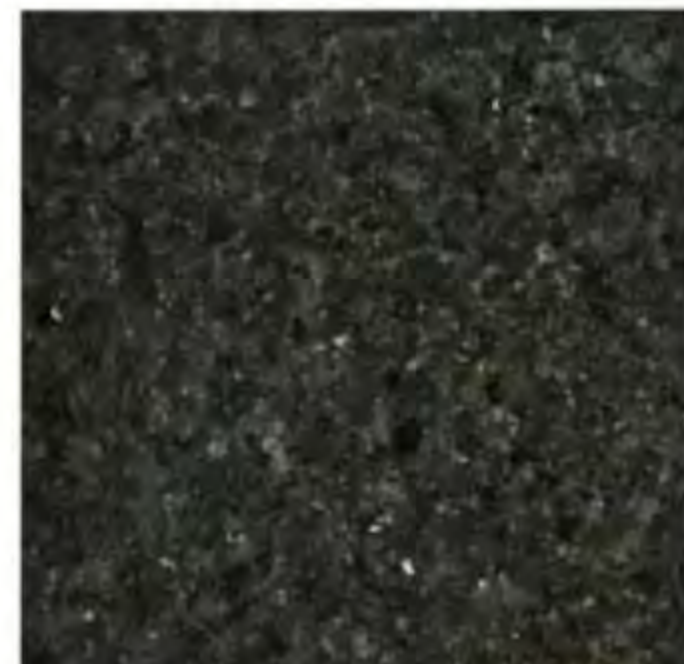
Absolute Black Granite Tile

SKU: 923100279
Size: 18in. x 18in.

\$6.99 /sqft

[View Details](#)

☐ Compare



Ubatuba Select Granite Tile

SKU: 923106201
Size: 12in. x 12in.

\$5.99 /sqft

[View Details](#)

☐ Compare



Absolute Black Granite Threshold

SKU: 100227594
Size: 2in. x 36in.

\$10.99 /piece

[View Details](#)

☐ Compare



Castello Polished Granite Tile

SKU: 100074251
Size: 12in. x 12in.

\$3.78 /sqft

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☐ Compare



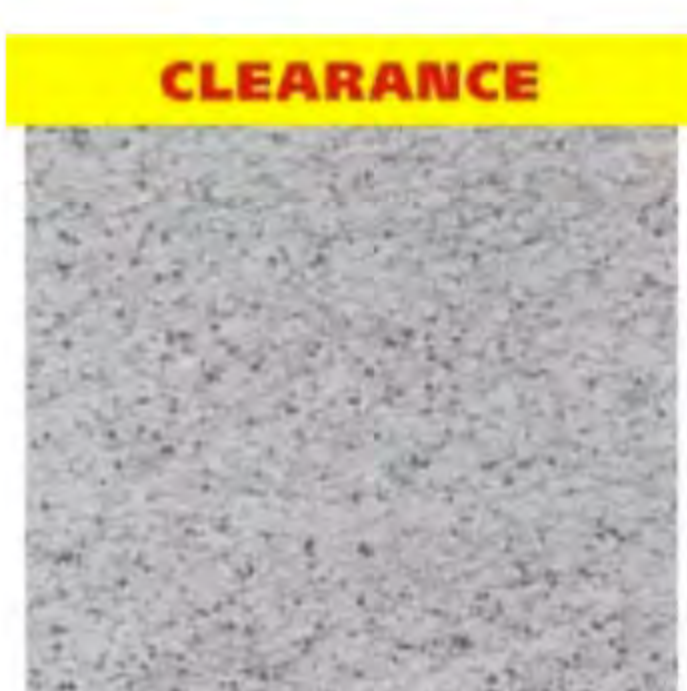
Bracciano Polished Granite Tile

SKU: 100074277
Size: 12in. x 12in.

\$5.49 /sqft

[View Details](#)

☐ Compare



Kashmir White Leather Granite Tile

SKU: 100074285
Size: 18in. x 18in.

\$2.48 /sqft

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☐ Compare



Nero Athens Vein Cut Brushed Granite Tile

SKU: 100068733
Size: 12in. x 24in.

\$6.98 /sqft

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☐ Compare



Nero Athens Polished Granite Tile

SKU: 100054253
Size: 12in. x 24in.

\$6.48 /sqft

[View Details](#)

☐ Compare

Granite tiles are attractive, durable and versatile, and come in many colors and styles. They are ideal for decorating in a rustic-themed room, and are resistant to stains and moisture. Granite tiles are perfect for foyers and throughout your home.

Turn to Granite Tile for the Ultimate in Style, Function and Strength

Granite tiles are attractive, durable and versatile, and come in many colors and styles. They are resistant to stains and moisture, so can be used in a number of rooms.

Granite's Impressive Track Record

Builders and decorators have relied on the beauty, strength and quality of fine granite for centuries. And its popularity in residential homes and businesses has grown in the past decade. From ancient Egyptian pyramids to modern commercial flooring, structures featuring granite are breathtakingly beautiful and nearly indestructible.

Its density and durability make granite highly resistant to damage and signs of wear because it contains the minerals quartz, mica and feldspar. Dispersed throughout the stone, they lend a sparkling, crystalline appearance under natural and artificial light.

Polished granite tiles are an elegant and practical choice for fireplaces, basements, hallways, foyers and kitchen and bathroom floors or backsplashes.

The Benefits of Granite Tile

- **Exceptional Durability and Resiliency:** Granite tile is tough and stain-resistant.
- **Heat-Resistant:** Tiles withstand high temperatures without sustaining damage.
- **Unique Patterns:** Every tile is different and features distinctive mottling, iridescent flecks or veining.
- **Neutral Shades:** Granite tiles are available in natural, neutral hues that fit virtually any color scheme.
- **Resists Wear:** Tiles resist scratches, chips and damage from high traffic exposure.
- **Acid-Resistant:** Tiles are not harmed by most acidic foods or liquids.
- **Antibacterial Surface:** Tiles are less likely to harbor bacteria.
- **Increases Home Value:** Natural stone boosts both aesthetic appeal and market value.
- **Cost-Effective:** For kitchen counters, these tiles are less expensive and easier to install than granite slabs.
- **Life-Long Shine:** With proper care, the polished surface remains intact for the life of the tile.
- **Easy Maintenance:** Tiles can be cleaned with a damp sponge and mild detergent. Periodic sealing is required.

EVERYDAY LOW PRICES. PERIOD.

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Exhibit 6



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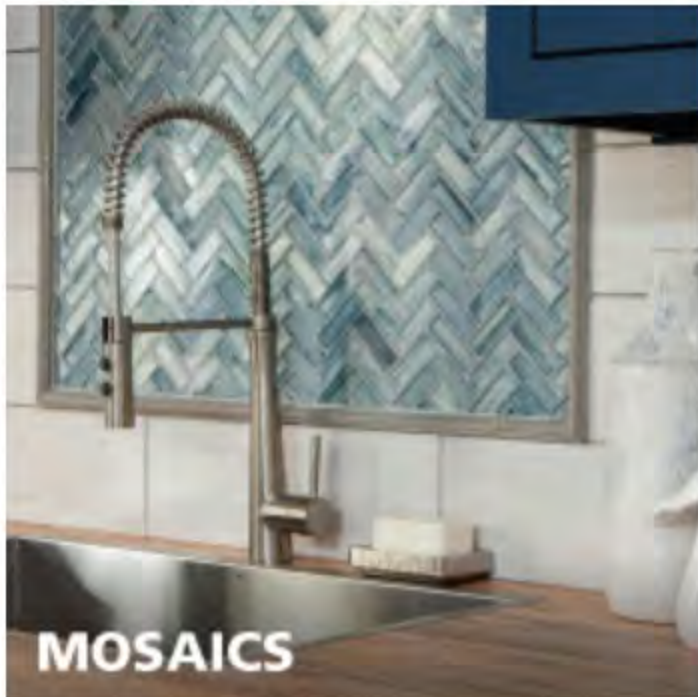


DECORATIVES

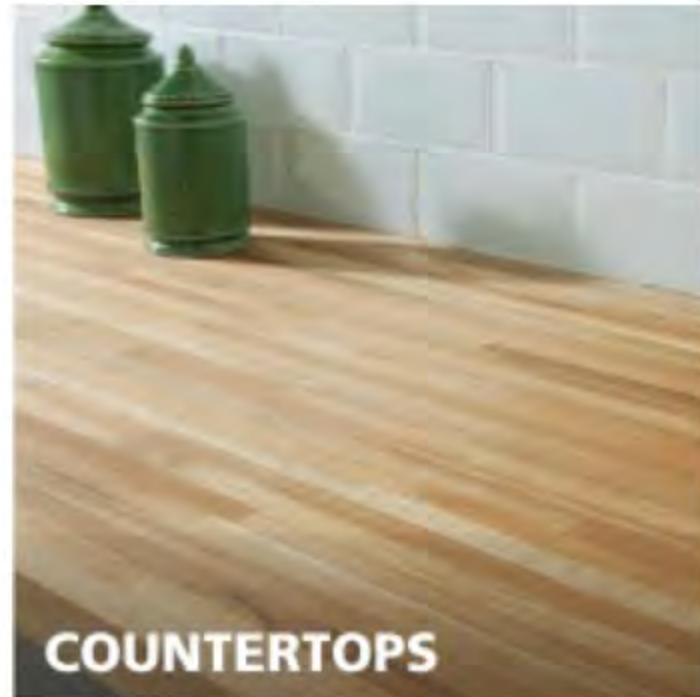
SHOP DECORATIVES BY POPULAR PROJECT



BACKSPLASH



MOSAICS



COUNTERTOPS

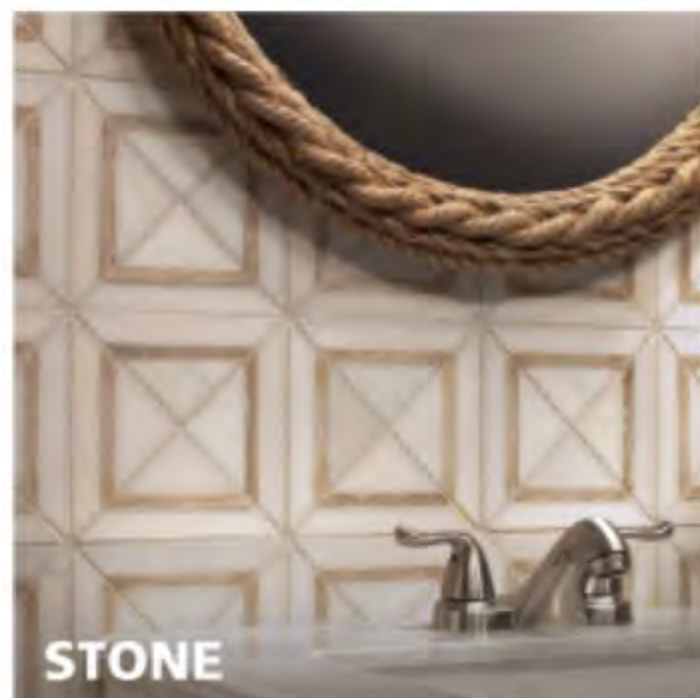
SHOP DECORATIVES BY MATERIAL



PORCELAIN
& CERAMIC

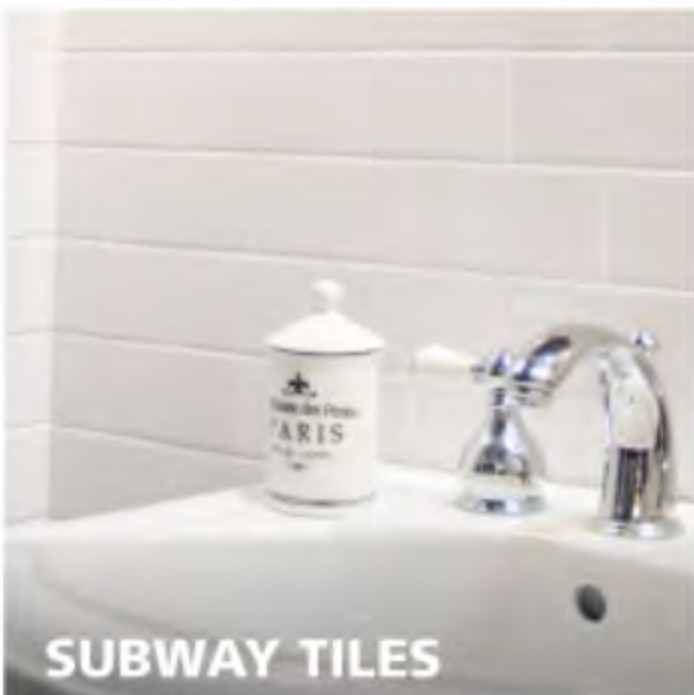


GLASS



STONE

SHOP DECORATIVES BY TRENDS



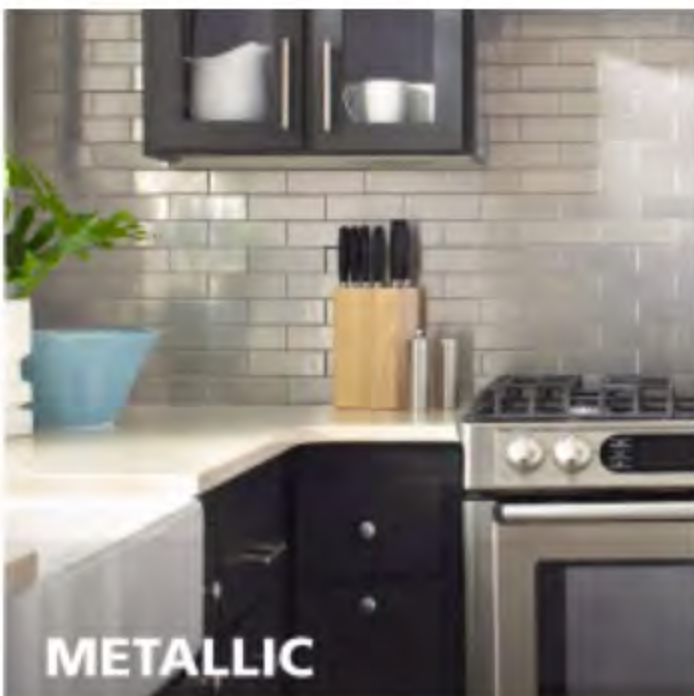
SUBWAY TILES



ARABESQUE



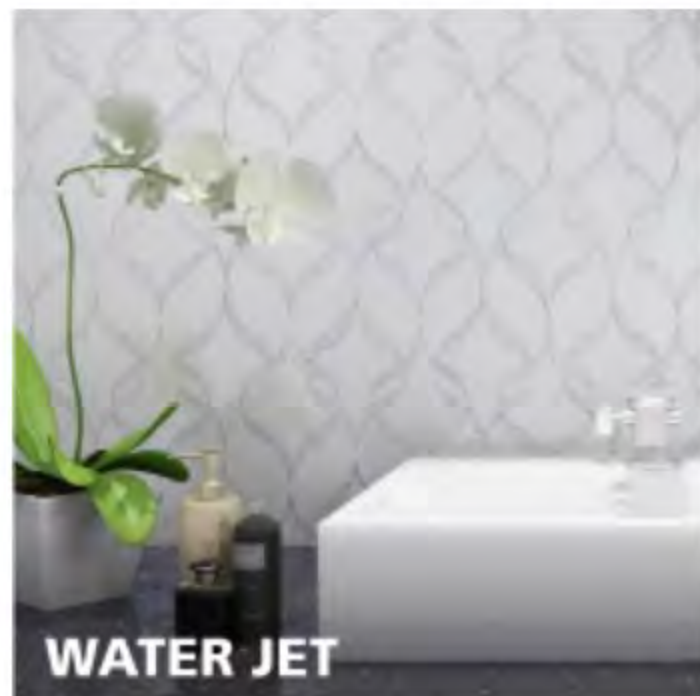
WALL TILE



METALLIC



PEBBLE STONE

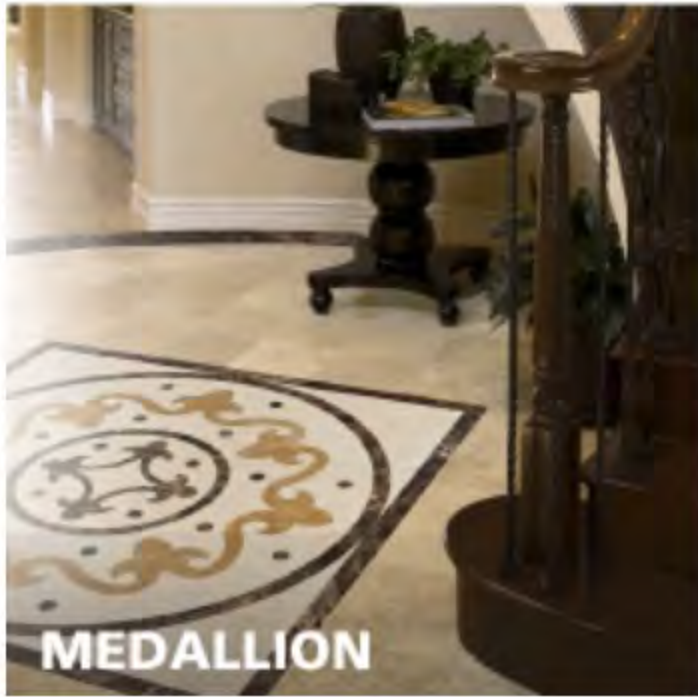


WATER JET

SHOP DECORATIVES BY ACCESSORIES



FINISHING



MEDALLION



SINKS



TILE & STONE
VISUALIZER

START DESIGNING

You can add beauty to a room by easily updating it with our wide range of decorative wall and flooring options. These small touches mean you don't have to live with plain walls and drab floors. Give the surfaces of your home a more personal look. As a specialty retailer of hard surface flooring, we have the largest selection of decorative ceramic and glass tiles, vanity tops, sinks, backsplashes, mosaics and medallions that are in stock and ready to ship to you today.

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Exhibit 7



Telephone: 404-370-9800
Fax: 404-370-9801
E-mail: psowens@bellsouth.net

Mailing address:
P.O. Box 15310
Atlanta, GA
30333-0310 U.S.A.

July 29, 2016

BY FEDERAL EXPRESS (#8769-0602-6400)

Mr. Hadi Taffal, Owner
Granite Floor & Decor
1314 W. McDermott Drive
Allen, TX 75013

Re: GRANITE FLOOR & DECOR Trademark

Dear Mr. Taffal:

This firm represents Floor and Decor Outlets of America, Inc. ("Floor and Decor") of Smyrna, Georgia in connection with its intellectual property matters.

It has recently come to our attention that you are operating a store in Allen, Texas under the trademark GRANITE FLOOR & DECOR as follows:



In addition, you are using the same trademark in your advertising for this store, at your Facebook page, and in other promotional materials.

Mr. Hadi Taffal
July 29, 2016
Page 2 of 3



We are writing to let you know that FLOOR & DECOR is a registered trademark belonging Floor and Decor, which has the exclusive right to use this mark in the United States. Floor and Decor is the owner of incontestable U.S. federal trademark registrations for both the word mark FLOOR & DECOR (Reg. No. 3,110,827) and the FLOOR & DECOR Logo (Reg. No. 3,102,586), both for use in connection with “retail store services featuring flooring materials and related home-improvement accessories.” Under the Lanham Act, the federal trademark statute, a registration for a mark that has become incontestable “shall be conclusive evidence of the registrant’s ownership of the mark, and of the registrant’s exclusive right to use the registered mark in commerce” in the United States. 15 U.S.C. §1115(b).

As you probably know, Floor and Decor is a “big box” retailer of hard-surface flooring materials and related home-improvement products, and owns and operates more than sixty-five (65) stores across the United States, including twelve (12) stores in Texas. Floor and Decor’s store in Plano is only 6.4 miles from your store. In the past ten years, Floor and Decor has spent millions of dollars advertising its FLOOR & DECOR stores on the Internet, in newspapers, and on radio, television, and billboards. As a result of Floor and Decor’s long use and extensive advertising of its FLOOR & DECOR mark, and its substantial sales under the mark, the FLOOR & DECOR mark has become very well known in the United States, and particularly well-known to customers in the greater Dallas-Fort Worth area.

Although you may not have realized it when you adopted the trademark for your store, GRANITE FLOOR & DECOR is an impermissible infringement on Floor and Decor’s FLOOR & DECOR trademarks. Your GRANITE FLOOR & DECOR mark incorporates all of Floor and Decor’s FLOOR & DECOR mark. Your use of GRANITE FLOOR & DECOR threatens to cause confusion among consumers with Floor and Decor’s FLOOR & DECOR marks and to dilute Floor and Decor’s marks in the marketplace, thereby threatening to divert consumers from Floor and Decor’s stores to your store and weakening the distinctiveness of Floor and Decor’s marks.

Having devoted substantial resources to developing consumer recognition of its FLOOR & DECOR marks and in light of its rapidly expanding business, Floor and Decor must take all steps necessary to protect its intellectual property rights. Floor and Decor would prefer to resolve this matter with you amicably and informally. We hope that you will recognize the validity and immediacy of Floor and Decor’s concerns and promptly take corrective action. In that regard, we request written confirmation **by Friday, August 12** that you will immediately cease all use of the term FLOOR & DECOR in connection with your store, advertising, Facebook page and other promotional materials.

Thank you for your attention to this matter. I look forward to hearing from you soon and to resolving this matter promptly.

Very truly yours,

A handwritten signature in dark ink that reads "Paul S. Owens". The signature is written in a cursive, flowing style.

Paul S. Owens

Mr. Hadi Taffal

July 29, 2016

Page 3 of 3



Cc: David Christopherson, Esq.
General Counsel
Floor and Decor Outlets of America, Inc.
2233 Lake Park Drive
Suite 400
Smyrna, GA 30080

Exhibit 8



Telephone: 404-370-9800
Fax: 404-370-9801
E-mail: psowens@bellsouth.net

Mailing address:
P.O. Box 15310
Atlanta, GA
30333-0310 U.S.A.

June 13, 2017

BY EMAIL (HadiTaffal@hotmail.com) AND FEDERAL EXPRESS (#8769-0602-6514)

Mr. Hadi Taffal, Owner
Granite Floor & Decor
1314 W. McDermott Drive
Allen, TX 75013

Re: GRANITE FLOOR & DECOR—Trademark Infringement

Dear Mr. Taffal:

This letter is to confirm our telephone conversation that you will cover and obscure the DECOR portion of the GRANITE FLOOR & DECOR sign at your McDermott Drive store within ten (10) days of the date of this letter—that is, **no later than June 23, 2017**. I also understand from our telephone conversation that you will physically remove the DECOR portion of the sign from your store within three months of the date of this letter—that is, **no later than September 13, 2017**.

Floor and Decor first contacted you in connection with the infringement of its FLOOR & DECOR marks in August, 2016, and has been very patient with you in connection with making this transition to a non-infringing trademark. Given the generous amount of time Floor and Decor has given you to adopt a new mark, we consider the foregoing dates to be hard dates to complete the promised changes to your store sign. Floor and Decor personnel will be monitoring your compliance with the changes to your store sign set forth above. If the foregoing changes have not been made by the respective dates, Floor and Decor has authorized us to take all appropriate action to protect its rights under federal and state law. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in dark ink that reads "Paul S. Owens".

Paul S. Owens

Exhibit 9

GRANITE FLOOR & DECOR

CUSTOM CABINETS

AT GRANITE FLOOR & DECOR, WE WORK WITH THE CUSTOMER TO PROVIDE SOLUTIONS FOR THEIR NEXT REMODELING PROJECT, INCLUDING THEIR KITCHEN, BATHROOM, COUNTERTOP, AND FLOORING NEEDS.



SERVICES

Home / Services

OUR SERVICES



KITCHEN REMODELS

If you have been considering a kitchen remodel and don't know where to start, Granite Floor & Decor has the expertise to guide you through the process to design and build the kitchen of your dreams. We will help you design and remodel your kitchen with high quality products, installed by experienced and knowledgeable craftsmen, and supervised by project managers working with professional plans drawn by our own kitchen design team.



BATHROOM REMODELS

Whether you have a precise picture in your mind of what you want in the perfect bathroom or you would like our bathroom designers to show you what is available, Granite Floor & Decor can build or transform your existing bathroom into a well-designed luxurious retreat that is as functional as it is beautiful.



TILE INSTALLATION

Our knowledgeable staff truly cares about your tile installation project. For this reason, we offer expert advice and well trained and prepared professional installers for your ceramic, porcelain, or natural stone tile installation projects.



HARDWOOD FLOORS

Adding hardwood floors is an excellent way to increase the beauty and elegance of your space and can add long-lasting value. Our professional hardwood floor specialists and installers will assist you in every way.

"I just wanted to say thank you for everything you did to get my kitchen counters done. Dave and I really appreciated the time you spent with us to make sure everything turned out exactly as we wanted. We love how the kitchen looks and are so happy that you suggested making the ledge above the sink smaller so that we could better utilize the bar. It's perfect, as was your customer service."

CYNDI | PLANO, TX

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PROJECT SHOWCASE



OUR PARTNERS



GALLERY

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ALL

BATHROOMS

CABINETS

COUNTERS

FLOORS

KITCHENS

STONE WORK

TILE

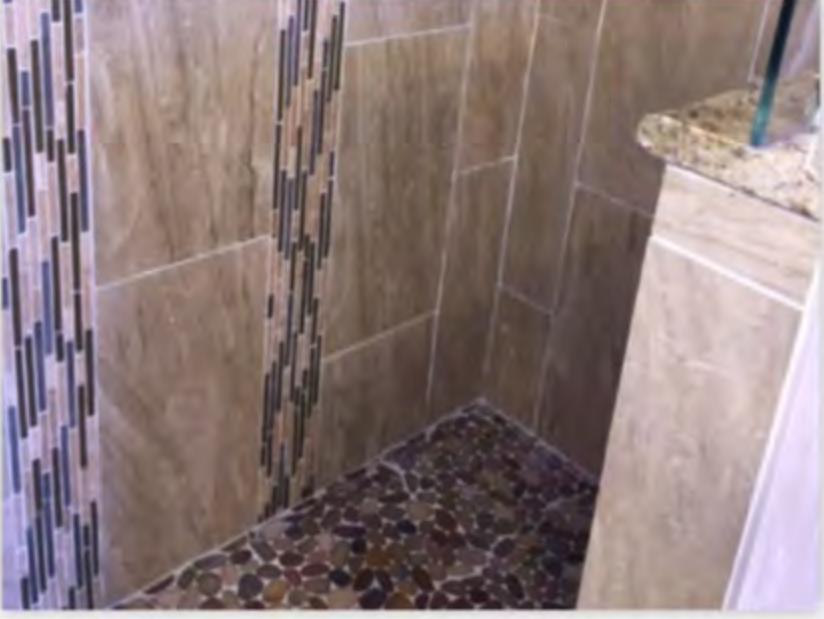
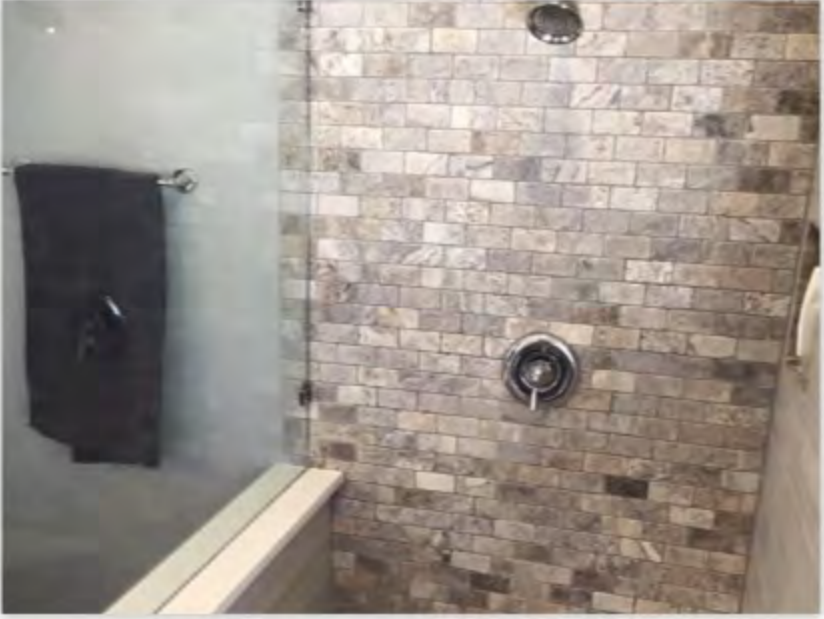
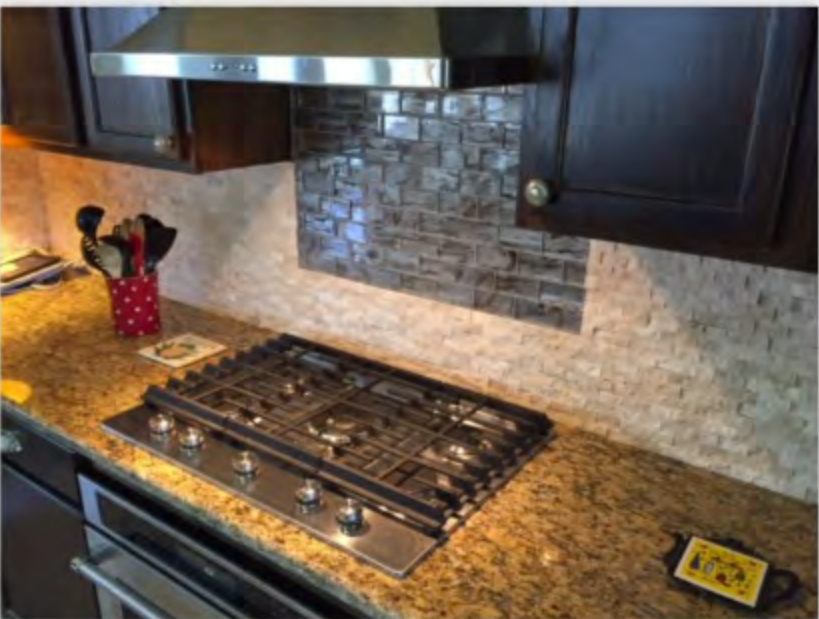
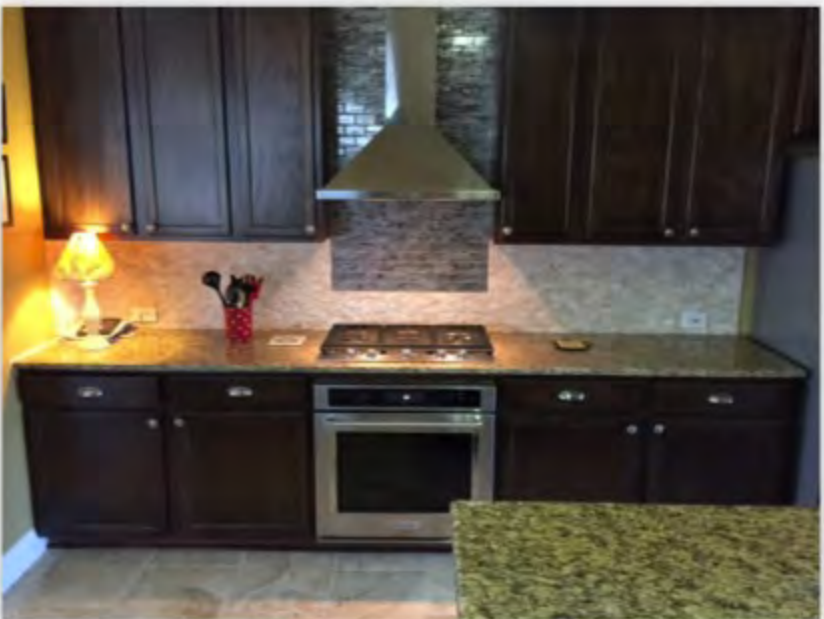
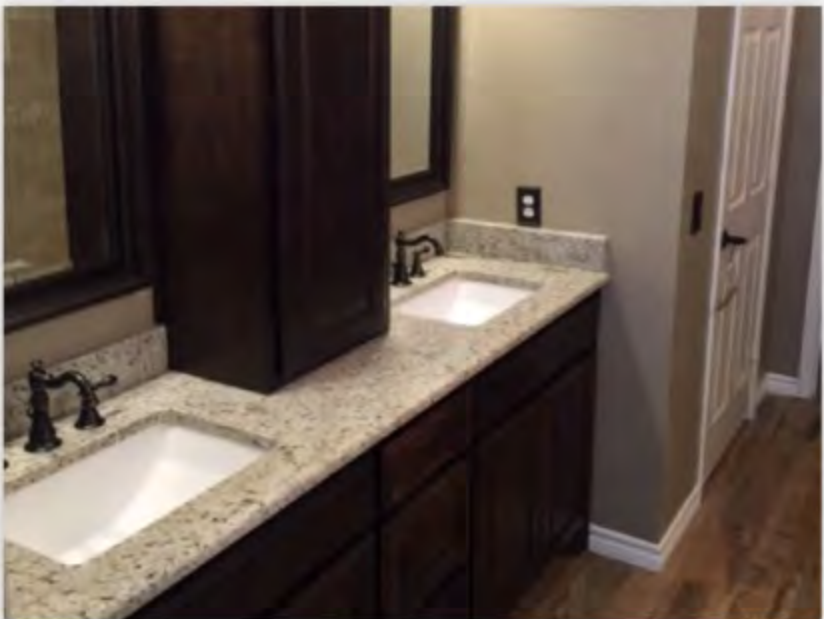
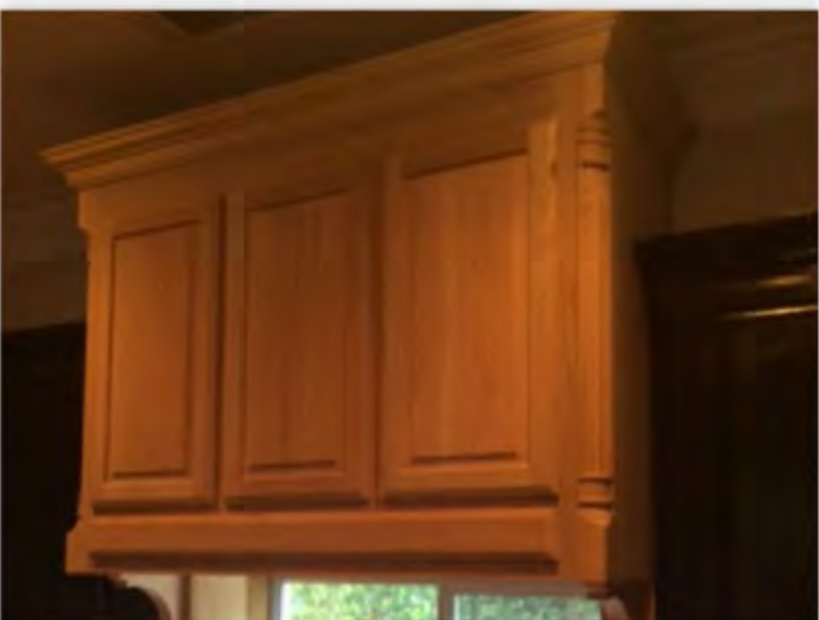


Exhibit 10

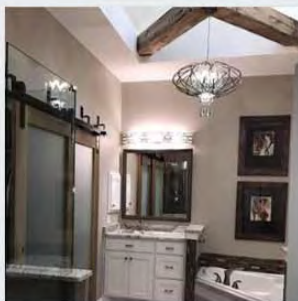
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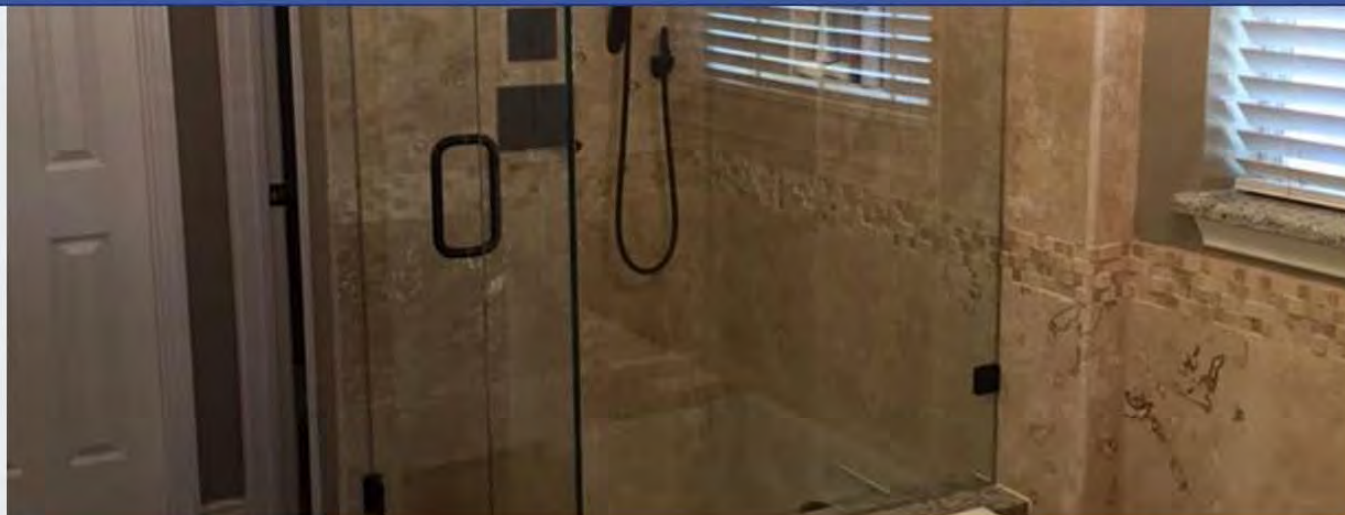
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